

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER MCC-16-RFQ-0205	
6. SOLICITATION ISSUE DATE 8/16/2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Marilyn F. Williams		b. TELEPHONE NO. (No Collect Calls) 202-772-6457		8. OFFER DUE DATE/LOCAL TIME 08-26-2016	
9. ISSUED BY Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 511210 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO CODE _____ Millennium Challenge Corporation CGM 1099 Fourteenth Street NW, Suite 700 Washington DC 20005			
16. ADMINISTERED BY CODE _____ Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ To Be Determined			
18a. PAYMENT WILL BE MADE BY CODE _____ Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230 PHONE: _____ FAX: _____				19. TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Digital Asset Management (DAM) System and Support This is a Request for Quote (RFQ) This is a combined synopsis/solicitation for commercial items prepared in accordance with Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are Being requested and a written solicitation will not be issued. This acquisition is unrestricted NAICS Code - 511210 Size Standard - \$38.5 million (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Taylor J. Wolf Contracting Officer		31c. DATE SIGNED	

Table of Contents

COMBINED SYNOPSIS/SOLICITATION.....	4
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS.....	5
B.2 PRICING ARRANGEMENT/CONTRACT TYPE.....	5
ITEM INFORMATION Base Period of Performance: TBD – 12 Months.....	5
ITEM INFORMATION Option Year 1 Period of Performance: TBD – 12 Months.....	5
ITEM INFORMATION Option Year 2 Period of Performance: TBD – 12 Months.....	5
ITEM INFORMATION Option Year 3 Period of Performance: TBD – 12 Months.....	6
ITEM INFORMATION Option Year 4 Period of Performance: TBD – 12 Months.....	6
B.3 FUNDING	6
B.4 SCHEDULE	7
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	7
SECTION D - PACKAGING AND MARKING	9
SECTION E – INSPECTION AND ACCEPTANCE.....	9
SECTION F - DELIVERIES OR PERFORMANCE.....	9
F.2 DELIVERABLES	9
F.3 REPORTING REQUIREMENTS.....	10
SECTION G- RESERVED.....	10
SECTION H - SPECIAL CONTRACT REQUIREMENTS	10
H.1 ALTERNATE DISPUTE RESOLUTION	10
H.2 MCC NON-PERSONAL SERVICES	10
H3 MCC ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT	11
H.4 MCC GOVERNMENT FURNISHED FACILITIES	11
H.6 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)	11
NON-DISCLOSURE AGREEMENT	11
H7 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (July 2012)	11
H.8 MCC 52.201-70 CONTRACTING OFFICER’S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012).....	12
H.9 MCC U.S. LANGUAGE AND U.S. CURRENCY	12
H.10 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013).....	12
PART II - CONTRACT CLAUSES.....	13
FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	13

I.1 52-212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2016)	14
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	17
I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	18
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	18
PART IV - REPRESENTATIONS AND INSTRUCTIONS	18
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	18
L.2.1. Format	18
L.3 QUOTE PREPARATION & INSTRUCTIONS	19
L.3.1 Volume I –Technical Capability	19
L.3.2 Volume II - Past Performance	19
L.3.3 Volume III – Price/Business Quote	20
L.5 QUOTE SUBMISSION INSTRUCTIONS	20
L.5.1 Questions/Request for Clarification Regarding Solicitation	20
L.4 DISCUSSIONS	21
L.5 EXCLUSION OF QUOTES AND COMMUNICATIONS	21
L.6 POINT OF CONTACT	21
L.7 DISCREPANCIES	22
L.8 PROPRIETARY INFORMATION	22
L.9 52.233-2 SERVICE OF PROTEST (SEP 2006)	22
SECTION M - EVALUATION FACTORS FOR AWARD	22
M.2 EVALUATION PROCESS AND FACTORS	22
M.3. EVALUATION METHOLODGY	24
M.4. EVALUATION METHODOLOGY	25
Attachments: 1/2/3	26

**DIGITAL ASSET MANAGEMENT (DAM) TECHNOLOGY
COMBINED SYNOPSIS/SOLICITATION
MCC-16-RFQ-0205**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#) and [Subpart 13.5](#) with additional information included in this notice.

This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

- (i) The solicitation number is MCC-16-RFQ-0205. This solicitation is issued as a request for quote (RFQ).
- (ii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-85.
- (iii) This solicitation is not a set aside. Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that small business, veteran-owned small business, service-disabled veteran-owned small business HBZONE small business, small disadvantaged business concerns will have the maximum practical opportunity to participate in contract performance consistent with its efficient performance. Any large business proposing on this solicitation is required to submit a Subcontracting Plan with the MCC goals in mind. The MCC corporate small business goals can be found at H.12 or on the www.mcc.gov website.
- (iv) Contract line item number(s) and items, quantities and units of measure are included in the solicitation.
- (v) The MCC requires Digital Asset Management (DAM) systems and technical support for the MCC Headquarters.
- (vi) Dates and places of delivery are included herein. Acceptance is at the Government location and all deliveries are FOB destination.
- (vii) The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition. Addenda are attached.

The provision at [52.212-2](#), Evaluation -- Commercial Items (Oct 2014) applies to this solicitation.
- (viii) Please note: Offerors shall have an active Systems Award Management (SAM) account in order to qualify to propose on this solicitation
- (ix) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition. Addenda are attached.
- (x) The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition.
- (xi) The contracting officer has determined that additional specific terms and conditions (MCC Clauses) are necessary to implement the most current provisions. However, the terms and conditions are consistent with customary commercial practices.

(End of Section A)

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE PROVIDED

MCC is seeking a Digital Asset Management System that will provide a single, search-able platform in which all of PA digital assets will be stored with on-site consultative services for initial installation, configuration, training and 24x5 system support.

B.2 PRICING ARRANGEMENT/CONTRACT TYPE

MCC will award a Firm Fixed Price Type Contract.

The period of Performance for this Contract is estimated to be 60 months

ITEM INFORMATION Base Period of Performance: TBD – 12 Months

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Digital Asset Management (DAM) Software; Cloud-based platform; FISMA/Security Compliant; System-based/user. Storage, Maintenance, User Support. Firm-Fixed Price (FFP)	1	LOT		

ITEM INFORMATION Option Year 1 Period of Performance: TBD – 12 Months

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Digital Asset Management (DAM) Software; Cloud-based platform; FISMA/Security Compliant; System-based/user. Storage, Maintenance, User Support. Firm-Fixed Price (FFP).	1	LOT		

ITEM INFORMATION Option Year 2 Period of Performance: TBD – 12 Months

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Digital Asset Management (DAM) Software; Cloud-based platform; FISMA/Security Compliant; System-based/user. Storage,	1	LOT		

Maintenance, User
Firm-Fixed Price (FFP)

ITEM INFORMATION Option Year 3 Period of Performance: TBD – 12 Months

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Digital Asset Management (DAM) Software; Cloud-based platform; FISMA/Security Compliant; System-based/user. Storage, Maintenance, User Support. Firm-Fixed Price (FFP)	1	LOT		

ITEM INFORMATION Option Year 4 Period of Performance: TBD – 12 Months

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Digital Asset Management (DAM) Software; Cloud-based platform; FISMA/Security Compliant; System-based/user. Storage, Maintenance, User Support. Firm-Fixed Price (FFP)	1	LOT		
				GRAND TOTAL	

B.3 FUNDING

Full funding for the Base Year will be obligated upon award and invoiced based upon the delivery schedule. The Government is not obligated to reimburse and the Contractor shall not incur any costs in excess of the total amount allotted by the Government to the Purchase Order. The Contractor assumes the risk for any increased costs beyond what the Government obligates.

Payment Schedule:

Deliverable	Payment Schedule
All Deliverables so noted in Section C and F.2.	Invoiced Monthly upon Completion of Deliverables

After submittal and acceptance of each deliverable, the Government will pay invoices in accordance with the above Payment Schedule.

Increases in ceiling or funding amounts shall only be accomplished through direction and/or execution of modifications against the Contract.

B.4 SCHEDULE

The Contractor shall furnish all personnel, equipment and logistics required to provide the services in accordance with the Descriptions/Specifications/Statement of Work, and the terms and conditions herein. The total price shall include labor and other direct costs to perform all required services.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC), an innovative and independent U.S. foreign aid agency, supports compacts and threshold programs in more than 40 countries. Designed to represent the best thinking on how to deliver smart foreign aid, MCC emphasizes results, open government, and accountability to taxpayers.

MCC OCEO/CPA requests a Digital Asset Management System for its Public Affairs division. Currently PA utilized digital assets that are stored on a variety of network volumes and organized under different schema comprised of over 3TB in video and image files. MCC is seeking a DAMs that will provide a single, search-able platform in which all of PA digital assets will be stored.

C.2 BACKGROUND

The Millennium Challenge Corporation (MCC), an innovative and independent U.S. foreign aid agency, supports compacts and threshold programs in more than 40 countries. Designed to represent the best thinking on how to deliver smart foreign aid, MCC emphasizes results, open government, and accountability to taxpayers.

MCC's Current Technical Environment

- Microsoft Office 365/Outlook Client
- End User Desktop Equipment: HP 9470/9480 Laptops with Windows 7 Operating System, Microsoft Office 2013, Internet Explorer version 10, Symantec Endpoint Encryption; Mac Pro and MacBook Pro workstations with OS X El Capitan, Adobe Creative Cloud, Current Chrome and Safari Browsers.

C.4 SCOPE

MCC's PA division is seeking a Digital Asset Management (DAM) system that will provide a single, search-able platform in which all PA digital assets will be stored. MCC's PA division currently utilizes digital assets that are stored on a variety of network volumes and organized under different schema comprised of over 3TB in video and image files on the PA's creative services network storage device.

C.5 SYSTEM REQUIREMENTS AND TASKS:

The requirements and tasks specified below to provide software, integration services, and ongoing support are required for the initial base period of the contract. Where specified, services will continue for all optional periods of the contract. The Contractor shall provide at a minimum the indicated products, capabilities, and services stated below.

Minimum mandatory requirements are as follows:

C.6 Digital Asset Management – Required

- 6.1.1.1 Provide role-based permission scheme for users. As a PA-managed system, the division will require the ability to assign roles to classes of users. These roles' permissions will vary widely: from full administrative control to view-only.
- 6.1.1.2 Secure, FISMA-certified platform with government TOS
- 6.1.1.2.1 Cloud: MCC does not have the resources to conduct a FISMA certification and as such our requirement is for a solution that is already certified

- 6.1.1.2.2 On-Premise: MCC has the ability to absorb an on premise solution into our FISMA certified network as long as the solution has no external dependencies
- 6.1.1.3 Metadata extraction, including, but not limited to IPTC, GPS, EXIF, XMP.
- 6.1.1.4 Metadata editing, including ability to create custom fields.
- 6.1.1.5 Bulk tagging/upload of assets. Bulk tagging should be possible both pre-and post-upload
- 6.1.1.6 Handling of all rich media and document file types including RAW and other file types that are not “end-user” usable.
- 6.1.1.7 File delivery at varying resolution, with control of delivery based on roles.
- 6.1.1.8 Unlimited or reasonably priced storage
- 6.1.1.9 No limit on individual file size
- 6.1.1.10 Preview of time-based media from within interface
- 6.1.1.11 Robust automated data back-up

6.1.2 Digital Asset Management – Highly Desired

- 6.1.2.1 Share links to individual assets or collections to external audiences without displaying interface/search for system.
- 6.1.2.2 Analytics, to include downloads-by-user, asset popularity.
- 6.1.2.3 Ability to customize/”brand” interface
- 6.1.2.4 Ability to present custom landing pages based on roles
- 6.1.2.5 Ability to limit search results based on roles, i.e., “black out” certain assets based on role of user.
- 6.1.2.6 Ability to establish relationships between assets exclusive of metadata.
- 6.1.2.7 Video hosting/serving at various resolutions
- 6.1.2.8 Integration with Adobe Creative Cloud products
- 6.1.2.9 File Versioning
- 6.1.2.9.1 Microsoft server platform preferred: MCC has Windows servers and a SQL cluster that is our default configuration for new systems

6.2 Implementation & Support Requirements

- 6.2.1 Provide assistance with the initial installation of the system (on premise or cloud/hosted solution)

6.3 Section 508 Compliance Requirements

6.3.1 All electronic and information technology (EIT) products and services produced or procured through this contract must meet the applicable accessibility standards at 36 Code of Federal Regulations (CFR) 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>

C.7 Conflict of Interest

The firm would be precluded from bidding on work and services (design, assessment, construction and supervision) to be procured by the local MCA accountable entity or using funds advanced under a Compact in the relevant country, unless the consultant submits a mitigation plan sufficient to ameliorate any conflict of interest pursuant to the rules applicable to the procurement process.

C.8 Timing and Reporting

All formal communication with MCC, including reports, will be submitted to the Contracting Officer Representative (COR). The COR for this requirement will be identified via separate correspondence.

The COR will have technical responsibility for monitoring the performance. The COR will review and evaluate the contract’s performance, and also will coordinate any communications with relevant counterparts and other donor agencies and organizations.

Any change in the terms of the contract must be made in writing and approved by the Contracting Officer. No representation of the COR shall serve as a basis for an alteration in the general scope of this contract or of the terms and conditions of the contract unless confirmed in writing by the Contracting Officer. The contractor must communicate with the Contracting Officer

on all matters that pertain to the contract terms. Proceeding with the work without proper contractual coverage could result in nonpayment for that work.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement. These documents shall be submitted to the Contracting Officer Representative (COR) or the Project Monitor (PM) as required.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E. INSPECTION AND ACCEPTANCE

E.1 Incorporated by Reference: FAR 52.212-4(a) Inspection and Acceptance.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE/PERIOD OF PERFORMANCE

Tasks shall be performed at vendor's location and MCC Headquarters in Washington, DC.

The Contract will include a Base Period of 12 months, and up to four (4) 12-month option periods. While the Contract will be awarded for the Base and Option Periods, the exercise the option periods is at the sole discretion of MCC.

The overall anticipated period of performance is as follows:

Base Period:	TBD through 12 Months;
Option Period 1:	TBD through 12 Months;
Option Period 2:	TBD through 12 Months;
Option Period 3:	TBD through 12 Months; and
Option Period 4:	TBD through 12 Months.

F.2 DELIVERABLES

All reports and deliverables shall be submitted in electronic format and in hardcopy. Deliverables will be considered "draft" upon initial receipt.

Deliverable Schedule is as follows:

***Digital Asset Management as required;**

*The Contractor shall provide on-Site consultative services for initial installation and configuration be fully operational within 3-5 weeks after the award, to include all stated requirements above

*The Contractor shall provide on-site training for system's Administrators and end-users as part of the initial deployment

*The Contractor shall provide 24x5 system support (50 hours per year), as required.

F.3 REPORTING REQUIREMENTS

All such reports are to be submitted in English, in three (3) hard copies, and an electronic copy using WINDOWS based MS-Office 2007 or later products including WORD for text, data tables in EXCEL, appropriate MS-Office 2003 or later programs for exhibits, and schedules using MS-Project. Original drawing files should be submitted in AUTOCAD 2002 (or later), and also in PDF printable version. Digital photo files should be submitted in JPG format. GIS data should be submitted both in ArcView files, and PDF printable files. Presentations should be prepared with PowerPoint. All work files shall be submitted to MCC along with PDF files.

The Contractor shall establish and maintain a comprehensive reference index of all relevant documents reviewed by the Contractor. Any and all such documents made available and collected by the Contractor, will be compiled in usable form and delivered in an organized fashion to MCC at the end of the contract.

F.4 ACCEPTANCE CRITERIA

Deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.
- Timeliness and efficacy of communications with relevant counterparts at MCC.

All reports are to be submitted in English in hard and electronic copy (in MS Word), with tables, data and calculations in MS Excel.

SECTION G- RESERVED

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ALTERNATE DISPUTE RESOLUTION

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.2 MCC NON-PERSONAL SERVICES

- a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- b. Contractor personnel under this contract shall not:
 - (1) Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel.

(End of clause)

H3 MCC ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Title to all sources of data, documents, software, and materials paid for and/or delivered, and all other items pertaining to the work and services to be performed under task orders pursuant to this contract, including any copyright shall become the property of the Government and remain with the government upon completion. The government shall have the full unlimited rights to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to reproduce of the above mentioned items. Any proprietary and/or limited/restrictive rights data provided as an end product or component of an end item delivered under this contract shall be properly indicated as such in contract and task order proposals, in accordance with FAR 52.227-15, and shall be so marked upon delivery to the Government. Data, documents, and software delivered without marking shall be considered as delivered with unlimited data rights. The Contractor shall not mark data, documents, and software with limited/restrictive data rights unless it was developed at private expense.

(End of clause)

H.4 MCC GOVERNMENT FURNISHED FACILITIES

All facilities, equipment, and materials supplied by the Government for on-site operations will be furnished in an "as-is" condition.

(End of clause)

H.6 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this purchase order shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[signatory]

Contract Administrator

Date

(End of clause)

H7 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (July 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of

specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

H.8 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

- (a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.
- (b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

H.9 MCC U.S. LANGUAGE AND U.S. CURRENCY

Unless specified in the Contract, all deliverables/documents, and proposal submissions, shall be provided to the Government in the English language. In addition, all cost or pricing and invoicing information provided under this contract, shall be in U.S. Dollars. It is incumbent on the contractor to ensure translation, and currency conversion, have transpired effectively.

(End of clause)

H.10 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_ibcdenver@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:

MCC_Accounting_ibcdenver@ibc.doi.gov.

(End of clause)

H.11 MCC SUBCONTRACTING GOALS (Not Applicable to Small Business)

The Prime Contractor shall provide the maximum possible subcontracting opportunities for small business participation in the performance of this contract. Included in this definition of small business is small business, veteran-owned service disabled small business HUBZone small business, small and disadvantaged business and woman-owned small business. MCC's goals for each are: Small: 30%; small and disadvantaged business – 5%; HUBZone – 3%; woman-owned small business – 5%; and veteran-owned service disabled small business – 3%.

(End of provision)

(End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <https://www.acquisition.gov/Far>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	NOV 2013
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-19	Incorporation by Reference of Representation and Certification	DEC 2014
52.212-4	Contract Terms and Conditions – Commercial Items	MAY 2015
52.216-24	Limitation of Government Liability	APR 1984

52.216-25	Contract Definitization	OCT 2010
52.222-17	Nondisplacement of Qualified Workers	MA 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	DEC 2012
52.228-3	Workers’ Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-9	Limitation on Withholding Payments	APR 1984

I.1 52-212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (10) [Reserved]

 X (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 (ii) Alternate I (Nov 2011) of 52.219-3.

 (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (ii) Alternate I (Jan 2011) of 52.219-4.

 (13) [Reserved]

 (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

 (ii) Alternate I (Nov 2011).

 (iii) Alternate II (Nov 2011).

 (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.

- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- X (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Attachment 1: MEDICAL ACCOMODATION PROCEDURES;
- J.2 Attachment 2: DS-4086: Special Seating Request Form for Business Class Air Travel; and
- J.3 Attachment 3: DS-4085A: Business Class Upgrade Medical Questionnaire.

(End of Section J)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS JUL 2016.

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 ELIGIBILITY REQUIREMENTS:

Please Note: This Request for Quote (RFQ) is issued in accordance FAR Parts 12 & 13. **All Quoters are required to have an active SAM registration prior to submission of quotes.**

L.2 GENERAL INFORMATION REQUIRED TO PREPARE QUOTE

L.2.1. Format

A complete proposal consists of three (3) separate Volumes: Volume 1: Technical; Volume 2: Past Performance; and Volume 3: Price. Offerors are required to submit one (1) email copy only. Volume 1 and Volume 2 may be combined. Volume 3 must be separate.

L.2.2. Electronic Copy Submission

All proposals shall be submitted as outlined below in respect to page limitation:

- Technical (Volume I & II) shall be no more than **10 pages**. (Each Volume)
- Pricing (Volume III) does not have a page limitation.

a. The electronic versions of spreadsheets shall be in Excel 2010 (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. Quoters shall not establish links within these files.

b. All quote data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software. Offerors shall NOT submit any documents in PDF that are copied as images. Offerors may use JPEG images for charts or screen shots.

L.2.3 Cover Section: Offeror shall submit a one page cover section. This shall include company points of contact for technical and pricing related questions, acknowledgement of all amendments, and a statement specifying their agreement with all terms, conditions, and provisions included in the solicitation.

L.3 QUOTE PREPARATION & INSTRUCTIONS

COVER LETTER: The quote shall include a cover letter signed by an individual authorized to commit the company to the quote. The cover letter shall identify all enclosures being transmitted as part of the quote. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation and amendment(s). It shall state: Quote validity for 90 days after submission.

Names and telephone numbers of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Quoter's organization shall be clearly identified.

NOTE: Quoters are cautioned that failure to provide all of the required information may make the offer non-responsive and may result in elimination of the Quoter from further consideration for award.

Quotes shall be submitted in three volumes: Volume I –Technical Capability, Volume II – Past Performance, and Volume III – Price. (NOTE: Volumes I and II can be combined). **Pricing information must not be included in any part of Volume I or II.**

L.3.1 Volume I –Technical Capability

Quoters shall submit a technical quote of **no more than ten (10) pages**. The technical quote shall address the requirements in Section C of this Request for Quote and will be evaluated on the criteria in Section M of this Request for Quote. The Quoter shall also demonstrate their proposed methodology and approach for handling this assignment. The concise description shall cover the Quoter's understanding of the activities as they relate to the project difficulties and risks, and rationale for their selected approach to execute specific tasks, as well as the roles and relationship between proposed personnel, firm, project management and quality control, and subcontracts (if any). Bidders should provide insight into the methodology and approach that they would use in providing advice to MCC. This includes but is not limited to highlighting specific risks and opportunities that they see to the program and approaches that they would advocate following. **Innovative approaches and demonstrated creativity will be noted and considered in the evaluation.**

L.3.2 Volume II - Past Performance

The Quoter shall provide three (3) examples of relevant contracts or Call Orders similar in size, scope, and complexity to the Statement of Work, performed as a prime Contractor or subcontractor within the past three (3) years of the date of this solicitation.

The Quoter shall include the following matrix for each project submitted:

Contract/Call Order Number	Period of Performance (base and options)	Contract/Call Order Value
Technical POC		
Name	Email	Tel. Number
Contractual POC		
Name	Email	Tel. Number
Project Description		
Relevance to the SOW		

Quoters are encouraged to provide information on problems encountered on the identified contracts and the Quoter's corrective actions. The MCC shall consider this information, as well as information obtained from any other sources, when evaluating the Quoter's past performance.

The Past Performance volume shall be limited to 6 pages.

Please Note: Pricing information must not be included in any part of Volume I and II.

L.3.3 Volume III – Price/Business Quote

The Price/Business quote shall follow the format of Section B.3, "Schedule" for each CLIN. There is no page limited for the Price/Business quote.

L.5 QUOTE SUBMISSION INSTRUCTIONS

The complete quote is required to be submitted via e-mail only and in accordance with Section L.3. All electronic copies submissions shall comply with the FAR in regards to timeliness. Quoter is responsible to confirm receipt of quote submission that is sent to: williamsm@mcc.gov.

Quotes are due no later than **26 August 2016: 4 PM.**

L.5.1 Questions/Request for Clarification Regarding Solicitation

Questions regarding this RFQ shall be addressed to williamsm@mcc.gov. The closing time for submission of questions during the quote preparation period is **19 August 2016: 4 PM.** TO ASSURE TIMELY AND PROPER HANDLING, QUESTIONS AND QUOTES SENT ELECTRONICALLY SHALL STATE "MCC-16-RFQ-0205, Digital Asset Management" IN THE SUBJECT LINE.

The Government does not guarantee that it will answer any question or request for clarification received later than **19 August 2016; 4 PM.** Questions or requests for clarification that result in specific information necessary to submit quotes will be provided to all Contractors. Therefore, questions/comments shall not be marked with a restrictive legend and shall not include proprietary information. The Government is not obligated to provide

responses to all RFCs, but will consider them and incorporate changes into the SOLICITATION as deemed necessary.

Please note that if the proposal PDF file exceeds 10 MB in size it can be separated into no more than two (2) PDF files including: (a) Proposal Body file; and (b) Resumes of Key Personnel and job category file. Joint Ventures must clearly identify their intention to form a legal joint venture partnership, but are not required to provide documentation of legal agreements until contract award.

The original SF1449 may be used, or the most current version of the SF1449 must be used and may also be obtained from the Government Printing Office or from the following website: <http://www.gsa.gov/>. Offerors shall submit the SF1449 written in English using Font Size: 10 to 12 with each page numbered consecutively.

The SF1449 must contain Part I and Part II complete and current. Firms **may be** rejected for submitting incomplete SF 1449s, or for incorrect or missing elements.

L.4 DISCUSSIONS

The Government reserves the right to award without discussions. Therefore, Quoters are encouraged to submit sound technical quotes supported by competitive pricing.

Quoters are cautioned that failure to provide all the required information may make the offer non-responsive and may result in elimination of the Quoter from further consideration for award.

L.5 EXCLUSION OF QUOTES AND COMMUNICATIONS

At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify a Quoter that its quote has been excluded from further consideration nor need it provide the Quoter with a pre-award debriefing. However, the Quoter will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

After receipt of quotes, the Government will conduct an evaluation. The Government intends to evaluate quotes and issue a Call Order without communications with Quoters. However, during the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a Quoter that is different than the quote revision date for another Quoter(s). The Government need not conduct communications with all Quoters. Rather, the Government may, at its discretion, conduct communications with one or only some Quoters. Furthermore, the Government need not permit all Quoters to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some Quoters.

L.6 POINT OF CONTACT

The Contract Specialist is the point of contact for this acquisition. Address any and all questions or concerns in writing to the Contract Specialist.

Millennium Challenge Corporation
Attn: Marilyn Williams
1099 Fourteenth Street, N.W.
Washington, D.C. 20005

Phone: (202) 772-6457
Email: williamsm@mcc.gov

L.7 DISCREPANCIES

If an Offeror believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

L.8 PROPRIETARY INFORMATION

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information and, where possible, shall be separated and provided in separate sealed envelopes for each technical proposal. Proposals submitted in response to this solicitation will not be returned. The Government will destroy any extra copies under proper security procedures.

L.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
Millennium Challenge Corporation
CGM: Suite 700
1099 Fourteenth Street, NW
Washington DC 20005

Mailing Address:
Millennium Challenge Corporation
CGM
1099 Fourteenth Street, NW
Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis of Award

The Government intends to make a single award to the responsible Offeror whose proposal constitutes the most advantageous approach to MCC. The Government thus reserves the right to award on a best value determination with regard to the evaluation factors listed below. However, if non-price factors are evaluated as comparatively equal between two or more Quoters, price may become a determinative factor. The Government reserves the right to award without discussion; therefore it is incumbent upon all Quoters to submit their best quote.

Please note: **The proposal shall contain the completed and signed SF 1449.**

M.2 EVALUATION PROCESS AND FACTORS

All quotes will be evaluated based on the evaluation factors listed below:

M.2.1 The following evaluation factors and sub factors are listed in order of descending importance, (1) Technical Capability; (2) Past Performance; (3) and Price. When combined, non-price factors are more important than price.

Evaluation Factors.

FACTOR 1 (Volume 1): Technical Capability

SubFactor A: Technical capability shall be evaluated to determine whether the **Statement of Work (SOW)** taskings and deliverables can met by the proposal.

SubFactor B: The Government will evaluate the suitability of the offeror's proposed solution for the tasks and assess the quality of the solution, likelihood of the solution's success, inherent risk, methodology for approaching the solution, and overall understanding of the requirements.

*The Government will assess the offeror's ability to provide a complete and integrated solution to the full scope and breadth of the SOW requirements and the adequacy of the offeror's management plan to ensure quality controls are in place, which satisfy the Government's stated requirements and will result in tasks completed in a timely and satisfactory manner.

SubFactor C: The Government will evaluate each offeror's company experience on the basis of its breadth, depth and relevance to the work that will be required under the prospective contract(s), based on the experience information provided by the offeror.

SubFactor D: The vendor shall have **FedRAMP** authorization or provisional authority pending completion of the authority process and shall provide documentation at the time of proposal submission. The contractor's software as a service shall be compliant with the Federal Risk Authorization Management Program (FedRAMP). If the offeror does not hold the FedRAMP authorization or provisional authority their proposal will not be considered for an award.

SubFactor E: Section 508 Compliance Reviews

Responses to this solicitation will only be considered for award after it has been determined that the proposal adequately addresses the requirements for Section 508. Only proposals which contain adequate information to document their responsiveness to the Section 508 requirements will be eligible for any additional merit consideration.

*The vendor shall submit a self-assessment on how the proposed product and/or services meet each of the technical standards and functional performance criteria and may be requested to provide temporary access to active systems for review. The OCC will evaluate the contractor's proposed services and/or products to determine how each meets accessibility requirements.

*To be considered eligible for award, respondent must propose goods and/or services that meet the applicable provisions of the accessibility requirements. Alternatively, offerors may propose goods or services that provide equivalent facilitation defined in 36 CFR 1194.5. Such offer will be considered to have met the accessibility requirements for the feature or component providing equivalent facilitation by ensuring and demonstrating equal or greater access to individuals with disabilities, as compared to the access available to individuals without disabilities has been met.

*If none of the offers meet all applicable standards of the accessibility requirements, those respondents whose products or services meet some of the applicable standards will be considered eligible for award and evaluated to determine which quote best meets the applicable standards. Those offerors who meets the OCC's technical requirements and fully meet the Section 508 requirements will be considered for the award.

*Award will not be made to a respondent meeting all or some of the applicable Accessibility requirements if award would impose an undue burden upon the agency.

Factor 3 (Volume II) – Price

The Government will examine price quotes for reasonableness and completeness relative to the technical approach proposed.

M.3. EVALUATION METHODOLOGY

The Government will perform a comparative analysis of quotes to the evaluation factors and will assess the strengths and weakness of each quote as related to the Evaluation Factors above.

Technical Rating Definitions:

Rating	Definition
OUTSTANDING	The proposal exceeds the fullest expectations of the Government. The Offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and its proposal should result in outstanding, effective, efficient, and economical performance under the order / contract. An assigned rating of “outstanding” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an “outstanding” understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government
EXCELLENT	The proposal demonstrates a level of effort that fully meets the statement of work (SOW) requirements and could produce results which should prove to be substantially beneficial to the project, containing essentially no weaknesses. Fulfilling the definition of “excellent” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully meets or exceeds the Evaluation’s requirements in a way that should prove to be substantially beneficial to the project.
SATISFACTORY	The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of “satisfactory” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a “satisfactory” understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the Offeror’s performance
MARGINAL	The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of “marginal” indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The Offeror may complete the assigned tasks; however, there is at least a moderate risk that the Offeror will not be successful.
UNSATISFACTORY	The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unsatisfactory. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating of “unsatisfactory” indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

The Government intends to evaluate proposals and award without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct

discussions if the Contracting Officer later determines them to be necessary.

M.4. EVALUATION METHODOLOGY

The Government will use the following adjectives to evaluate Offerors' technical proposals ~~for the FFP Contract.~~

The adjectives will be used in assessing the technical criteria and set forth above:

Mere restatement of the requirements, or, should the proposal contain statements from the Offeror that the proposal is compliant with the RFQ without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC environment.

Any proposal receiving a "Marginal" or below rating shall not be considered for Award.

Responding firms may be invited to make oral presentations in support of their proposal. Successful firms are advised that they would not be eligible for award of a contract (funded by a MCA out of the proceeds of a Compact) to implement a specific project for which they provided development, assessment, evaluation or monitoring services to MCC or the eligible country hereunder.

Past Performance Risk Assessment Rating

Rating	Definition
Low Risk	Based on the Offeror's performance record, essentially no doubt exists that the Offeror can successfully perform the required effort.
Moderate Risk	Based on the Offeror's performance record, some doubt exists that the Offeror can successfully perform the required effort.
High Risk	Based on the Offeror's performance record, significant doubt exists that the Offeror can successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the Offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.

If a selection will be made without conducting discussions/negotiations, an Offeror shall be given the opportunity to clarify the relevance of an Offeror's past performance information and *adverse past performance information to which the Offeror has not previously had an opportunity to respond*. If the adverse past performance information, to which the Offeror has had no opportunity to respond, is the reason an Offeror may not receive an award without discussions, the Offeror will be provided an opportunity to address the information. This communication will not constitute discussions.

(End of Section M)

ATTACHMENTS 1/2/3: MEDICAL ACCOMMODATION PROCEDURES AND FORMS

Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests.

Detailed Procedures - Travelers requesting medical accommodations based upon disability must complete the steps below.

Traveler completes Form DS4086. When complete the traveler selects the “Submit” button, which will create and attach the document to an e-mail addressed to MED/DP at meddp@state.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.

Traveler then downloads and provides their physician with Form DS4086A which the physician completes and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to MED/DP at meddp@state.gov. Alternatively it can be faxed Attn: Domestic Programs 202-663-3673.

MED/DP makes a medical determination based on the information provided by the traveler and the traveler’s physician on the DS 4086A. MED/DP will e-mail the traveler with its decision. If approved, MED/DP will attach a scanned, signed DS-4086. The traveler must e-mail the signed DS-4086 to the travel office at mccmedical@mcc.gov. The DS-4086A, is a State Department document only and should NOT be sent to mccmedical@mcc.gov.

MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from MED/DP.

Please note that the process can take several weeks and will depend on how quickly the traveler’s physician faxes the completed DS4068A to MED/DP.

Remainder of this Page Intentionally Left Blank



U.S. Department of State

SPECIAL SEATING REQUEST FORM FOR BUSINESS CLASS AIR TRAVEL

For Employee's Special Needs (See 14 FAM 567.2-4)

Employee Name _____
Last First Middle
Organization Millennium Challenge Corporation _____

Name of Attendants if Required:

Name _____
Last First Middle
Name _____
Last First Middle
Name _____
Last First Middle

Approved By: (Check if M/MED or Identify POST)

☐ M/MED ☐ POST _____
(Print Name)

Signature of M/MED or RMO/FSNP

Print Name of Approving Official

Date signed (mm-dd-yyyy) _____

Expiration date (mm-dd-yyyy) _____

AUTHORITY WILL EXPIRE AS INDICATED ABOVE BY THE COMPETENT MEDICAL AUTHORITY.

DS-4086
10-2005

Submit



BUSINESS CLASS UPGRADE - MEDICAL QUESTIONNAIRE

For the traveler

(a) Release of information - Please sign and date the authorization printed for release of information from your physician.

"I hereby authorize my physician to provide the information requested below to the Domestic Programs, Office of Medical Services, U.S. Department of State and to provide requested information verbally and in writing regarding my medical or mental health condition(s) as it pertains to my request for a premium travel upgrade".

Traveler's Signature Date (mm-dd-yyyy)

Traveler's Name (Last, First, MI)

Home Address City State ZIP Code

Work Phone Home Phone

Primary Email Secondary Email

(b) Traveler Statement - On the next page, you may explain your specific difficulties requiring business class or a premium travel upgrade.

(c) Have your physician document the information requested and sign this form. Alternatively, the information can be provided on signed letterhead.

(d) Email this form as a scanned pdf attachment to medDP@state.gov. Alternatively, it can be faxed to attention: Domestic Programs, 202-663-1687.

Traveler Statement

DS-4086A

Page 2 of 5

Please take this form to your treating physician.

Your patient is requesting business class travel or a premium travel upgrade for a medical condition. Determinations are on the basis of a medical need, not traveler comfort. We are requesting your assistance in determining if your patient has a medical condition necessitating business class travel.

Please provide the following information:

- 1) Diagnosis and current medical condition of your patient.
- 2) Current treatment regimen for this condition including current medications.
- 3) What impact would air travel likely have on your patient if no special accommodations were made?

Page 3 of 5

4) Which of the following modalities may your patient use during commercial air travel? *(Please check each one that applies.)*

- ☐ a. Frequent standing
- ☐ b. Walking and moving about the cabin
- ☐ c. Frequent in-seat stretching
- ☐ d. The use of support stockings *(thigh high or full length)*
- ☐ e. Aisle seating
- ☐ f. Exit row seating
- ☐ g. Bulkhead seating
- ☐ h. Medications

5) If your patient utilized the above modalities, how would your patient likely be affected by air travel? What, if any, adverse effects would your patient be likely to have as a result of air travel while using the above modalities?

6) If the modalities noted in number 4 were available to your patient, please specify what, if any, additional accommodation/modalities you recommend for air travel? What, if any, adverse effect is your patient likely to have as a result of air travel using the additional modalities you recommend?

7) Do you recommend business class travel for your patient? If so, why and what is accomplished by business class travel that is not accomplished by the modalities noted in number 4?

8) Does duration of travel affect your patient's medical condition with or without the accommodation? If so, is there any length or type of travel that you recommend that your patient not undertake because it would adversely affect his/her medical condition?

9) What is the patient's prognosis? How long is the current medical condition expected to last?

10) Please provide any additional information supporting your recommendation. *(Please forward copies of reports, x-ray results and laboratory tests.)*

11) Please sign and date this form as follows:

Physician's Signature

Date (mm-dd-yyyy)

Physician's Printed or Typed Name and Degree

Phone

Address

City

State

ZIP Code

To the Doctor: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law we are asking that you NOT provide any genetic information when responding to this request for medical information. 'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.